

Eric A. Welter, Bar No. 270591  
eaw@welterlaw.com  
WELTER LAW FIRM, P.C.  
1141 Elden Street, Suite 220  
Herndon, VA 20170  
Tel: (703) 435-8500; Fax: (703) 435-8851

Laura B. Thomasian, Bar No. 251502  
lbt@welterlaw.com  
Sean F. Daley, Bar No. 272493  
sfd@welterlaw.com  
WELTER LAW FIRM, P.C.  
520 N. Central Ave., Suite 730  
Glendale, CA 91203  
Tel: (818) 858-0188; Fax: (818) 244-5580

Julie R. Trotter, Bar No. 209675  
jtrotter@calljensen.com  
CALL & JENSEN  
610 Newport Center Drive, Suite 700  
Newport Beach, CA 92660  
Tel: (949) 717-300; Fax: (949) 717-3100  
Attorneys for Defendant 7-ELEVEN, INC.

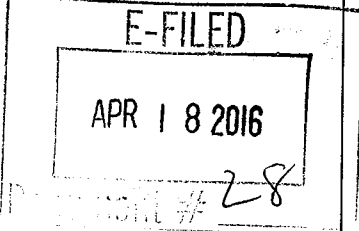
**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MARVIN GEE, individually, on behalf  
of other members of the general public  
similarly situated, and as an aggrieved  
employee pursuant to the California  
Labor Code Private Attorneys General  
Act of 2004; and CATHY SAYLOR,  
individually and on behalf of other  
members of the general public similarly  
situated,

Plaintiffs;

v.

7-ELEVEN, INC., a Texas corporation;  
and DOES 1 through 100, inclusive,  
Defendants.



CHAMBER'S COPY

NOTE CHANGES MADE BY THE COURT.

CASE NO. 2:15-cv-08513-PSG-AGR

**STIPULATED PROTECTIVE  
ORDER**

Date Action Filed: May 20, 2015  
Trial Date: March 14, 2017

BY FAX

NOTE CHANGES MADE BY THE COURT.

WELTER LAW FIRM, P.C.  
520 N. CENTRAL AVE., SUITE 730  
GLENDALE, CA 91203  
(818) 858-0188

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520 N. CENTRAL AVE. SUITE 730  
GLENDALE, CA 91203  
(818) 858-0188

1. A. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this Action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure, and from use for any purpose other than prosecuting this litigation, may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

B. GOOD CAUSE STATEMENT

This Action is likely to involve trade secrets and other valuable research, development, commercial, financial, technical, proprietary, confidential, and/or private information for which special protection from public disclosure, and from use for any purpose other than prosecution of this Action, is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information prohibited from disclosure pursuant to a written agreement to maintain such information in confidence, and information otherwise generally unavailable to the public or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over

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GLENDALE, CA 91203  
(818) 858-0188

1 confidentiality of discovery materials, to adequately protect information the Parties  
2 are entitled to keep confidential, to ensure that the Parties are permitted reasonable  
3 necessary uses of such material in preparation for and in the conduct of trial, to  
4 address their handling at the end of the litigation, and serve the ends of justice, a  
5 protective order for such information is justified in this matter. It is the intent of the  
6 Parties that information will not be designated as confidential for tactical reasons and  
7 that nothing be so designated without a good faith belief that it has been maintained in  
8 a confidential, non-public manner, and there is good cause why it should not be part of  
9 the public record of this case.

10

11 2. DEFINITIONS

12 2.1 Action: This above-entitled case styled *Gee et al v. 7-Eleven, Inc.*, United  
13 State District Court Central District Case No. 2:15-cv-08513-PSG-AGR, removed  
14 from the Superior Court of the State of California, County of Los Angeles, where it  
15 bore Case No. BC582350.

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
17 of information or items under this Order.

18 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for protection  
20 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
21 Cause Statement. "CONFIDENTIAL" Information shall also include information that  
22 was marked Confidential and produced in this Action prior to removal pursuant to the  
23 terms and conditions of the Stipulation and Protective Order entered by the Honorable  
24 John Shepard Wiley, Jr. while the Action was pending before the Superior Court of  
25 the State of California, County of Los Angeles.

26 2.4 Counsel (without qualifier): Outside Counsel of Record and House  
27 Counsel (as well as their support staff).

28 2.5 Designating Party: a Party or Non-Party that designates information or

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1 items that it produces in disclosures or in responses to discovery as  
2 “CONFIDENTIAL.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless of  
4 the medium or manner in which it is generated, stored, or maintained (including,  
5 among other things, testimony, transcripts, and tangible things), that are produced or  
6 generated in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter  
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
9 expert witness or as a consultant in this Action.

10 2.8 House Counsel: attorneys who are employees of a party to this Action.  
11 House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association, or  
14 other legal entity not named as a Party to this action.

15 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
16 to this Action but are retained to represent or advise a party to this Action and have  
17 appeared in this Action on behalf of that party or are affiliated with a law firm which  
18 has appeared on behalf of that party.

19 2.11 Party: any party to this action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this action.

24 2.13 Professional Vendors: persons or entities that provide litigation support  
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
27 and their employees and subcontractors.

28 2.14 Protected Material: any Disclosure or Discovery Material that is

1 designated as "CONFIDENTIAL."

2 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
3 from a Producing Party.

4  
5 3. SCOPE

6 The protections conferred by this Stipulated Protective Order cover not only  
7 Protected Material (as defined above), but also (1) any information copied or extracted  
8 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
9 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
10 or their Counsel that might reveal Protected Material. However, the protections  
11 conferred by this Stipulation and Order do not cover the following information: (a)  
12 any information that is in the public domain at the time of disclosure to a Receiving  
13 Party or becomes part of the public domain after its disclosure to a Receiving Party as  
14 a result of publication not involving a violation of this Order, including becoming part  
15 of the public record through trial or otherwise; and (b) any information known to the  
16 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
17 disclosure from a source who obtained the information lawfully and under no  
18 obligation of confidentiality to the Designating Party. Any use of Protected Material  
19 at trial shall be governed by the orders of the trial judge. This Order does not govern  
20 the use of Protected Material at trial.

21  
22 4. DURATION

23 Even after final disposition of this litigation, the confidentiality obligations  
24 imposed by this Order shall remain in effect until a Designating Party agrees  
25 otherwise in writing or a court order otherwise directs. Final disposition shall be  
26 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or  
27 without prejudice; and (2) final judgment herein after the completion and exhaustion  
28 of all appeals, rehearings, remands, trials, or reviews of this action, including the time

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1 limits for filing any motions or applications for extension of time pursuant to  
2 applicable law.

3  
4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under this  
7 Order must take care to limit any such designation to specific material that qualifies  
8 under the appropriate standards. The Designating Party must designate for protection  
9 only those parts of material, documents, items, or oral or written communications that  
10 qualify so that other portions of the material, documents, items, or communications  
11 for which protection is not warranted are not swept unjustifiably within the ambit of  
12 this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations  
14 that are shown to be clearly unjustified or that have been made for an improper  
15 purpose (e.g., to unnecessarily encumber or retard the case development process or to  
16 impose unnecessary expenses and burdens on other parties) expose the Designating  
17 Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it  
19 designated for protection do not qualify for protection, that Designating Party must  
20 promptly notify all other Parties that it is withdrawing the mistaken designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in  
22 this Order or as otherwise stipulated or ordered, Disclosure or Discovery Material that  
23 qualifies for protection under this Order must be clearly so designated before the  
24 material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic documents,  
27 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
28 Producing Party affix the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL



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GLENDALE, CA 91203  
(818) 858-0188

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legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in deposition ~~or in other pretrial or trial proceedings,~~ that the Designating Party:

(i) identify on the record, before the close of the deposition, ~~hearing,~~ ~~or other proceeding,~~ all protected testimony, or

(ii) designate the entirety of the testimony at the deposition, ~~hearing, or~~ ~~other proceeding~~ as “Confidential” (before the deposition, ~~hearing, or proceeding~~ is concluded) with the right to identify more specific portions of the testimony as to which protection is sought within 30 days following receipt of the deposition, ~~hearing,~~ ~~or proceeding~~ transcript. In this regard, counsel shall send written notice to the court reporter, to counsel for the Parties, and to any other person known to have a copy of said transcript of the specific portions of the testimony to be designated. The notice shall reference this Stipulated Protective Order and identify the pages and/or exhibits

1 designated as "CONFIDENTIAL."

2 In circumstances where portions of the deposition, hearing, or proceeding  
3 testimony are designated for protection, the transcript pages containing "Confidential"  
4 information must be separately bound by the court reporter, who must affix to the top  
5 of each page the legend "Confidential," as instructed by the Designating Party.

6 (c) for information produced in some form other than documentary and for any  
7 other tangible items, that the Producing Party affix in a prominent place on the  
8 exterior of the container or containers in which the information or item is stored the  
9 legend "CONFIDENTIAL." If only a portion or portions of the information or item  
10 warrant protection, the Producing Party, to the extent practicable, shall identify the  
11 protected portion(s).

12 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate  
13 qualified information or items does not, standing alone, waive the Designating Party's  
14 right to secure protection under this Order for such material so long as written notice  
15 of the inadvertent failure to designate is provided within 60 days of discovery by  
16 Designating Party of inadvertent failure to designate. Upon timely correction of a  
17 designation, the Receiving Party must make reasonable efforts to assure that the  
18 material is treated in accordance with the provisions of this Order. This provision is  
19 not intended to apply to any inadvertent production of any information or items  
20 protected by attorney-client or work product privileges. No provision in this Order  
21 shall affect a Party's right to object to the designation of any document or other  
22 material as "CONFIDENTIAL" on any ground that is available under applicable law.

23  
24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
26 designation of confidentiality at any time that is consistent with the Court's  
27 Scheduling Order. Unless a prompt challenge to a Designating Party's confidentiality  
28 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary



1 economic burdens, or a significant disruption or delay of the litigation, a Party does  
2 not waive its right to challenge a confidentiality designation by electing not to mount  
3 a challenge promptly after the original designation is disclosed.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
5 resolution process under Local Rule 37.1 et seq.

6 6.3 Judicial Intervention. Should the dispute resolution process be  
7 unsuccessful, although Challenging Party will move to have the "CONFIDENTIAL"  
8 designation removed from the Protected Material, the burden of persuasion in any  
9 such motion proceeding shall be on the Designating Party. Frivolous challenges, and  
10 those made for an improper purpose (e.g., to harass or impose unnecessary expenses  
11 and burdens on other parties) may expose the Challenging Party to sanctions. Unless  
12 the Designating Party has waived or withdrawn the confidentiality designation or  
13 unless the Designating Party agrees to de-designate the challenged Protected  
14 Materials, all Parties shall continue to afford the material in question the level of  
15 protection to which it is entitled under the Producing Party's designation until the  
16 Court rules on the challenge.

17  
18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
20 disclosed or produced by another Party or by a Non-Party in connection with this  
21 Action only for prosecuting, defending, or attempting to settle this litigation, and not  
22 for any business or other purpose whatsoever. Such Protected Material may be  
23 disclosed only to the categories of persons and under the conditions described in this  
24 Order. When the Action has been terminated, a Receiving Party must comply with the  
25 provisions of section 13 below (FINAL DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a  
27 location and in a secure manner that reasonably ensures that access is limited to the  
28 persons authorized under this Order.

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520 N. CENTRAL AVE., SUITE 730  
GLENDALE, CA 91203  
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1           7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
4 only to:

5           (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
6 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
7 disclose the information for this Action;

8           (b) the officers, directors, agents, and employees (including House Counsel) of  
9 the Receiving Party to whom disclosure is reasonably necessary for this Action and  
10 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

11           (c) Experts (as defined in this Order) of the Receiving Party to whom  
12 disclosure is reasonably necessary for this litigation and who have signed the  
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14           (d) the Court and its personnel;

15           (e) court reporters and their staff;

16           (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
17 to whom disclosure is reasonably necessary for this litigation and who have signed the  
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19           (g) the author or recipient of a document containing the information or a  
20 custodian or other person who otherwise possessed or knew the information;

21           (h) any deposition, proceeding, or hearing witness who previously has had  
22 access to the "CONFIDENTIAL" Information or who is currently or was previously  
23 an officer, director, employee or agent of an entity that has had access to the  
24 "CONFIDENTIAL" Information;

25           (i) during their depositions, witnesses, and attorneys for witnesses, in the  
26 Action who previously did not have access to the "CONFIDENTIAL" Information,  
27 provided that: (1) disclosure is reasonably necessary, (2) the deposing party requests  
28 that the witness and the attorney for the witness sign the "Acknowledgment and

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1 Agreement to Be Bound” (Exhibit A); and (3) the witness and the attorney for the  
2 witness will not be permitted to keep any confidential information unless they sign the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
4 by the Designating Party or ordered by the Court;

5 (j) any mediator, third-party neutral, or settlement officer, and their supporting  
6 personnel, mutually agreed upon by any of the Parties engaged in settlement  
7 discussions; and

8 (k) any other person or entity that Designating Party agrees to in writing.

9 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
10 Protected Material may be separately bound by the court reporter and may not be  
11 disclosed to anyone except as permitted under this Stipulated Protective Order.

12  
13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
14 OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation  
16 that compels disclosure of any information or items designated in this Action as  
17 “CONFIDENTIAL,” that Party must:

18 (a) promptly notify in writing the Designating Party. Such notification shall  
19 include a copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or order to  
21 issue in the other litigation that some or all of the material covered by the subpoena or  
22 order is subject to this Protective Order. Such notification shall include a copy of this  
23 Stipulated Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
25 the Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with  
27 the subpoena or court order shall not produce any information designated in this  
28 Action as “CONFIDENTIAL” before a determination by the court from which the

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1 subpoena or order issued, unless the Party has obtained the Designating Party's  
2 permission or unless contrary to law. The Designating Party shall bear the burden and  
3 expense of seeking protection in that court of its confidential material and nothing in  
4 these provisions should be construed as authorizing or encouraging a Receiving Party  
5 in this Action to disobey a lawful directive from another court.

6  
7 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
8 IN THIS LITIGATION

9 The terms of this Order are applicable to information produced by a Non-Party  
10 in this Action and designated by a Non-Party or Party as "CONFIDENTIAL." Such  
11 information produced by Non-Parties in connection with this litigation is protected by  
12 the remedies and relief provided by this Order. Any such designation shall also  
13 function as consent by such producing Non-Party to the authority of the Court in the  
14 Action to resolve and conclusively determine any motion or other application made by  
15 any person or Party with respect to such designation, or any other matter otherwise  
16 arising under this Order. Nothing in these provisions should be construed as  
17 prohibiting a Non-Party from seeking additional protections.

18  
19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
25 persons to whom unauthorized disclosures were made of all the terms of this Order,  
26 and (d) request such person or persons to execute the "Acknowledgment and  
27 Agreement to Be Bound" that is attached hereto as Exhibit A.

28

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11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection as trial-preparation material, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the Parties may incorporate their agreement in the stipulated protective order submitted to the Court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification or additional relief by the Court in the future. This Order shall not be construed to preclude either Party from asserting in good faith that certain "CONFIDENTIAL" Information or Items require additional protection. The Parties shall meet and confer to agree upon the terms of such additional protection.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this Action any Protected Material. A Party that seeks to file under seal any Protected Material must comply

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1 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant  
2 to a court order authorizing the sealing of the specific Protected Material at issue. If a  
3 Receiving Party's request to file Protected Material under seal pursuant to Civil Local  
4 Rule 79-5(d) is denied by the Court, then the Receiving Party may file the information  
5 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed  
6 by the Court.

7 12.4 Waiver of Designating Party. This Order is entered into without  
8 prejudice to the right of any Party to knowingly waive the applicability of this Order  
9 to any "CONFIDENTIAL" Information or Items designated by that Party.

10 12.5 Previously Produced Documents. The Parties agree to be bound by the  
11 terms set forth herein with regard to any "CONFIDENTIAL" information or items  
12 that have been produced before the Court signs this Order. In the event that the Court  
13 modifies this Order, or in the event that the Court enters a different Protective Order,  
14 the Parties agree to be bound by this Order until such time as the Court may enter such  
15 a different Order.

16  
17 **13. FINAL DISPOSITION**

18 Within 60 days after the final disposition of this Action, as defined in paragraph  
19 4, and only upon written request by the Designating Party, each Receiving Party must  
20 return all Protected Material to the Producing Party or destroy such material no later  
21 than 60 days after Designating Party's written request. As used in this subdivision,  
22 "all Protected Material" includes all copies, abstracts, compilations, summaries, and  
23 any other format reproducing or capturing any of the Protected Material. Whether the  
24 Protected Material is returned or destroyed, the Receiving Party must submit a written  
25 certification to the Producing Party (and, if not the same person or entity, to the  
26 Designating Party) by the 60-day deadline that (1) identifies (by category, where  
27 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
28 that the Receiving Party has not retained any copies, abstracts, compilations,



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1 summaries or any other format reproducing or capturing any of the Protected Material.  
2 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
3 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
4 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
5 and consultant and expert work product, even if such materials contain Protected  
6 Material. Any such archival copies that contain or constitute Protected Material  
7 remain subject to this Protective Order as set forth in Section 4 (DURATION). To the  
8 extent permitted by law, the Court shall retain jurisdiction to enforce, modify, or  
9 reconsider this Order, even after final disposition of the Action.  
10

11 14. Any violation of this Order may be punished by any and all appropriate  
12 measures including, without limitation, contempt proceedings and/or monetary  
13 sanctions.

14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15 DATED: April 18, 2016 WELTER LAW FIRM, P.C.  
16

17 By: /s/ Laura B. Thomasian

18 ERIC A. WELTER  
LAURA B. THOMASIAN  
19 SEAN F. DALEY

20 Attorneys for DEFENDANT 7-ELEVEN, INC.  
21

22 DATED: April 18, 2016 CALL & JENSEN  
23

24 By: /s/ Julie R. Trotter

25 JULIE R. TROTTER

26 Attorneys for DEFENDANT 7-ELEVEN, INC.  
27  
28

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1 DATED: April 15, 2016

HARTMANN & KANANEN

3 /s/ Kurt E. Kananen

4 By: \_\_\_\_\_

KURT E. KANANEN

6 Attorneys for PLAINTIFFS MARVIN GEE  
and CATHY SAYLOR

8 DATED: April 15, 2016

THE KRISTY LAW FIRM

10 /s/ James R. Kristy

11 By: \_\_\_\_\_

JAMES R. KRISTY

13 Attorneys for PLAINTIFFS MARVIN GEE  
and CATHY SAYLOR

15 DATED: April 15, 2016

YASH LAW GROUP

17 /s/ Yashdeep Singh

18 By: \_\_\_\_\_

YASHDEEP SINGH

19 Attorneys for PLAINTIFFS MARVIN GEE  
and CATHY SAYLOR

23 FOR GOOD CAUSE SHOWN AND PURSUANT TO STIPULATION, IT IS SO  
24 ORDERED.

26 DATED 4/27/2016

*Alicia G. Rosenberg*

27 Hon. Phillip S. Gutierrez  
United States District Judge  
Magistrate

EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
 I have read in its entirety and understand the Stipulated Protective Order that was  
 issued by the United States District Court for the Central District of California on  
 \_\_\_\_\_ [date] in the case of *Gee et al. v. 7-Eleven, Inc.*, CD Cal. Case No. 2:15-cv-  
 08513-PSG-AGR. I agree to comply with and to be bound by all the terms of this  
 Stipulated Protective Order and I understand and acknowledge that failure to so  
 comply could expose me to sanctions and punishment in the nature of contempt. I  
 solemnly promise that I will not disclose in any manner any information or item that is  
 subject to this Stipulated Protective Order to any person or entity except in strict  
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Central District of California for the purpose of enforcing the terms of this Stipulated  
 Protective Order, even if such enforcement proceedings occur after termination of this  
 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with  
 this Action or any proceedings related to enforcement of this Stipulated Protective  
 Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

WELTER LAW FIRM, P.C.  
 520 N. CENTRAL AVE, SUITE 730  
 GLENDALE, CA 91203  
 (818) 858-0188

**ECF ATTESTATION**

I, Laura B. Thomasian, am the ECF User whose ID and Password are being used to file this STIPULATED PROTECTIVE ORDER. In compliance with General Order 45 X.B, I hereby attest that Julie Trotter and counsel for Plaintiffs have concurred in this filing.

DATED: April 18, 2016

WELTER LAW FIRM, P.C.

By: /s/ Laura B. Thomasian

ERIC A. WELTER  
LAURA B. THOMASIAN  
SEAN F. DALEY

Attorneys for DEFENDANT 7-ELEVEN, INC.

WELTER LAW FIRM, P.C.  
520 N. CENTRAL AVE, SUITE 730  
GLENDALE, CA 91203  
(818) 858-0188